

JUDGMENT 1 Plaintiffs Pipe Restoration Technologies, LLC ("PRT") and ACE Duraflo 2 Systems, LLC ("ACE," together with PRT, "Plaintiffs") and Defendants Ronald Coddington and Florida Drain-Lining Solutions, LLC ("FDLS," together with 4 Coddington, "Defendants") have entered into a Stipulation for Entry of Judgment 5 [42] [43] (the "Stipulation") and have filed the Stipulation herein. 6 7 Therefore, in light of the Stipulation, IT IS HEREBY ORDERED, 8 ADJUDGED, AND DECREED, AND JUDGMENT IS ENTERED in favor of Plaintiffs and against Defendants as follows: Defendants have infringed the following copyrights and trademarks 10 1. owned by Plaintiffs: 11 ACE DURAFLO® (Reg. No. 2,484,383); 12 a. 13 b. EPIPE® (Reg. No. 3,166,746); 14 c. EPIPE® (Reg. No. 3,410,670); 15 d. ELINER® (Reg. No. 3,442,802); 16 LEADSMART® (Reg. No. 5,160,560); e. LEADSMART® with design (Reg. No. 5,354,763); 17 f. VA1360783 for an image of a "copper pipe with clamp"; 18 g. 19 h. VA227985 for an image of a "coated copper pipe"; and 20 i. TX0006361732 for the content of ACE's website. Defendants have engaged in false advertising, including by: 2. 21 22 Referencing Plaintiffs' patents throughout FDLS' website; a. 23 Including numerous testimonials and case studies on FDLS' website b. that have nothing to do with FDLS and are actually related to projects completed by 24 25 Plaintiffs or Plaintiffs' licensees; c. Falsely representing that FDLS has a registered trademark by including 26 an "®" at the end of "Florida Drain-Lining Solutions, LLC"; and 27 d. 28 Falsely representing that FDLS has various approvals and certifications for its process, such as NSF certification, when the approvals and certifications relate to Plaintiffs' business and processes and do not apply to FDLS' business, products or services.

3. Defendants shall pay Plaintiffs the amount stated in the Settlement Agreement executed by them with respect to this matter, and in the manner stated in

- 4. Defendants, and anyone acting with or for Defendants, are hereby permanently enjoined from (a) using any of Plaintiffs' trademarks identified above, or any trademarks that are confusingly similar thereto, (b) copying or otherwise using any of Plaintiffs' copyrighted materials, (c) taking any of the actions or making any of the representations described in Paragraph 2 above, and (d) otherwise stating or implying that Defendants are affiliated with Plaintiffs;¹
- 5. Plaintiffs' Third Claim for Relief for Counterfeiting is dismissed with prejudice; and,
 - 6. Each party shall bear its own costs and attorneys' fees.

IT IS SO ORDERED.

Dated: March 19, 2024

Hon. Fred W. Slaughter

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UNITED STATES DISTRICT JUDGE

such Agreement;

¹ This Judgement does not apply to, affect or modify the existing franchise relationship between ACE Duraflo Systems, LLC and Florida Pipe-Lining Solutions, LLC, ("FPLS") or the agreements relating thereto between those parties, and Coddington shall have the right and authority to act on behalf of FPLS in connection therewith.